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9
10 UNITED STATES DISTRICT COURT
11 DISTRICT OF ALASKA

12 COOK INLET SPILL PREVENTION &
13 RESPONSE, INC. and CISPRI SERVICES LLC,

IN ADMIRALTY

14 Petitioners,

15 v.
16 NO. 3:21-cv-00194-SLG

17 FURIE OPERATING ALASKA, LLC,

18 Respondent.

19
20 **PETITION FOR CONFIRMATION OF FINAL ARBITRATION AWARD**

21 Comes now the Petitioners, Cook Inlet Spill Prevention & Response, Inc. and CISPRI
22 Services LLC (collectively, "CISPRI"), by and through undersigned counsel, hereby petitions
23 this Court for entry of a final judgment confirming the Final Award made by the Arbitrator in
24 this matter against Respondent Furie Operating Alaska, LLC ("Furie").

25 **Introduction**

26 1. On or about January 8, 2016, Furie chartered the CISPRI-owned supply vessel
PERSEVERANCE to deliver cargo to the Furie owned platform "Julius R" in Cook Inlet. A

1 true and correct copy of the stipulated contractual arrangements between CISPRI and Furie
2 effective on that date is attached as Exhibit A.

3 2. During the course of operations at the platform on January 8, 2016, a CISPRI
4 employee who was a crewmember on the PERSEVERANCE was seriously injured. CISPRI
5 fulfilled its obligations to the crewmember and provided him maintenance and cure, among
6 other benefits, while he was treated for his injuries.

7 3. On or about December 21, 2017, CISPRI settled at mediation a claim by the
8 injured crewmember arising from his personal injury suffered on January 8, 2016. By
9 agreement between CISPRI and the injured crewmember, the terms of the settlement were
10 confidential.

11 4. On or about May 16, 2018, CISPRI demanded arbitration pursuant a Society of
12 Maritime Arbitrators, Inc. ("SMA") arbitration provision in the charter party between CISPRI
13 and Furie. CISPRI sought damages in tort and contract from Furie as a result of the settlement
14 paid to the injured crewmember as well as the benefits provided to the crewmember. Furie
15 accepted. With the assistance of SMA, an arbitrator was appointed and the parties undertook
16 preparations for arbitration.

17 5. During preparation for arbitration, Furie filed for bankruptcy in the U.S.
18 Bankruptcy Court for the District of Delaware, Case No. 19-11781. The arbitration proceeding
19 was temporarily stayed. By Order of the Bankruptcy Court on June 11, 2020, CISPRI was
20 authorized to pursue arbitration against Furie and reduce its award, if any, to judgement.

21 6. On August 9, 2021, the Arbitrator issued his Final Award, which included a
22 confidential addendum. A copy of the Final Award without the confidential addendum is
23 attached to the accompanying Declaration of Chris P. Reilly, dated August 23, 2021 ("Reilly
24 Decl."). The total of the award and post-award interest, running from 30 days after August 9,
25 2021, are as follows:

1 Total Award: \$8,142,667.92

2 Post-Award Interest

3 If payment is not made within 30 days from the date of this Final Award then interest on
4 \$8,142,667.92 at 4.25% per annum shall accrue on each day from the date of this Award until the
date the Award has been fully paid or reduced to judgment, whichever first occurs.

5 7. CISPRI is a member-owned, non-profit corporation providing oil spill planning,
6 training, and response services to facilities and vessels throughout the Cook Inlet region. Cook
7 Inlet Spill Prevention & Response, Inc. is an Alaska corporation authorized to conduct business
8 in Alaska and with a primary place of business in Nikiski, Alaska. CISPRI Services LLC is an
9 Alaska limited liability company authorized to conduct business in Alaska and with a principal
10 place of business in Nikiski, Alaska.

11 8. Furie Operating Alaska LLC is a foreign limited liability company authorized to
12 do business in Alaska, doing business in Alaska at all material times, and with a principal place
13 of business in Houston, Texas.

14 **Jurisdiction and Venue**

15 9. This Court has subject-matter jurisdiction over this matter pursuant to 28 U.S.C.
16 § 1332 in that there is complete diversity of citizenship between the parties and the matter in
17 controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. The Court
18 also has subject-matter jurisdiction over this matter pursuant to 28 U.S.C. § 1333 because this
19 matter is within the Court's admiralty and maritime jurisdiction.

20 10. Venue is proper in this judicial district pursuant to 9 U.S.C. § 9 because the
21 parties agreed to submit all disputes under the charter party to arbitration in Anchorage, Alaska,
22 and the arbitration between the parties, though conducted remotely using Zoom, was deemed to
23 have taken place in that location. The agreement between the parties to resolve any disputes by
24 arbitration is set forth in Article 24.a., which provides as follows:

This Charter shall be governed by the General Maritime Law of the United States, excluding any conflicts of laws principles that would direct the substantive law of another jurisdiction to apply, and any dispute arising out of or in connection with this Charter shall be referred to arbitration in Anchorage, Alaska. The arbitration proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. ("SMA") before a sole arbitrator to be jointly appointed by OWNER and CHARTERER. Where agreement cannot be reached on the appointment of a sole arbitrator, the arbitrator shall be appointed by the President of the SMA. An award made pursuant to this provision may include costs, including a reasonable allowance for attorneys' fees. The award of the sole arbitrator shall be final and binding on both parties and judgment may be entered upon any award made hereunder in any Court of competent jurisdiction. Nothing in this provision shall bar parties from agreeing to a different venue at the arbitrators' request or upon their mutual agreement.

The parties reached no agreement regarding a venue other than Anchorage, Alaska.

First Cause of Action

11 Petitioner repeats and re-alleges the allegations in paragraphs 1 through 10 as if
fully restated herein.

12. Pursuant to 9 U.S.C. § 9, CISPRI is entitled to judicial confirmation of the Arbitrator's Final Award.

13. Pursuant to 9 U.S.C. § 9, Judgment should be entered confirming the Arbitrator's Final Award in its entirety.

Prayer for Relief

WHEREFORE, CISPRI respectfully requests judgment on its Petition as follows:

- a. Confirming the Final Arbitration Award issued by the Arbitrator in its entirety;
 - b. Any such other and further relief as this Court deems appropriate, including

awarding CISPRI its costs and attorneys' fees incurred in this proceeding.

DATED this 23rd day of August, 2021.

NICOLL BLACK & FEIG, PLLC

/s/ Chris P. Reilly
Chris P. Reilly, Alaska Bar No. 0807047
Attorneys for Petitioners